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5 Attorney for Movant AMERICAN HONDA FINANCE CORPORATION

6  
7 **IN THE UNITED STATES BANKRUPTCY COURT**  
**FOR THE DISTRICT OF ARIZONA**

8  
9 **IN RE:**

10 **TODD SCOTT PIERSON,**

11 **Debtor,**

12 **AMERICAN HONDA FINANCE**  
13 **CORPORATION, its assignees and/or**  
14 **successors in interest,**

15 **Movant,**

16 **vs.**

17 **TODD SCOTT PIERSON, DEBTOR;**  
**RUSSELL BROWN, TRUSTEE,**

18 **Respondents.**

**CHAPTER 13 PROCEEDINGS**

**CASE NO: 2:09-bk-22447-EWH**

19 **MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

20 AMERICAN HONDA FINANCE CORPORATION, its assignees and/or  
21 successors in interest (Movant), hereby moves the court for entry of an order granting  
22 Movant relief from the Automatic Stay pursuant to U.S.C. §362(a) (1984) to permit  
23 Movant to take possession of a motor vehicle in which Movant claims a security interest.  
24 The basis of the Movant's Motion is set forth in the Memorandum attached hereto.

25  
26 RESPECTFULLY SUBMITTED this November 16, 2009.

27 CHARLES L. FIRESTEIN, P.C.  
28

/s/ Charles L. Firestein #002986  
Charles L. Firestein, Esq.  
Attorney for Movant

# MEMORANDUM

**FACTS:** On September 11, 2009, Debtor filed a Petition under Chapter 13 of the Bankruptcy Code. Prior to the filing of the petition, Debtor made, executed and delivered a (Motor Vehicle Lease Agreement and Disclosure or Motor Vehicle Retail Installment Sales Contract and Purchase Money Security Agreement) ("Agreement") to Movant. A copy of the Agreement is attached hereto as **Exhibit "A"** and is incorporated by reference.

The Agreement concerns a 2009 HONDA ACCORD, vehicle ID# 1HGCP26409A068287, ("the vehicle"). Movant is the lessor and Debtor is the lessee under the Agreement. Debtor is in default under the Agreement by failing to pay monthly installments. Debtor is currently delinquent the September 23, 2009 regular monthly installment payment and every payment thereafter, plus accruing attorneys fees and cost.

Moreover, on or about November 12, 2009 Debtor voluntarily surrendered said vehicle to Movant.

Movant has incurred, or may incur, certain costs, including, without limitation attorneys' fees and processing fees, which are authorized in the Agreement.

Pursuant to the Agreement, Movant has a claim for the entire gross payoff balance together with additional payments, late charges, costs and advances incurred with respect to the vehicle.

Movant has performed all obligations required of it under the Agreement and all conditions precedent to the Debtor's performance thereunder have occurred.

1       Upon information and belief, it is alleged that the Property is not necessary to  
2 effectuate reorganization of the Debtor; and that the Debtor is not seeking  
3 reorganization; and the Debtor has no reasonable prospect or reorganization.  
4

5       Upon information and belief, Movant's interest in the vehicle has not been  
6 adequately protected, nor has Movant been offered adequate protection.  
7

8       **REQUEST FOR RELIEF:**

9       The Movant requests that the court enter an order relieving it from the Automatic  
10 Stay of 11 U.S.C. §362(a) (1984) to allow the Movant to take possession of the subject  
11 Vehicle under its Agreement; or, in the alternative, to grant an order providing Movant  
12 with adequate protection.  
13

14       RESPECTFULLY SUBMITTED this November 16, 2009.

15       **CHARLES L. FIRESTEIN, P.C.**

16       /s/ Charles L. Firestein #002986

17       Charles L. Firestein, Esq.  
18       Attorney for Movant  
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## Closed-End Vehicle Lease Agreement

Lease Date: 12/1/09/2009	Vehicle Description: HONDA ACCORD	Lease Type: Closed-End	Term: 36 months
Customer (First Name & Last Name): TODD SCOTT PIERSON	Address: 10635 W LONE CACTUS	City: PEORIA	State: AZ
Zip: 85302	Phone: 480-524-1000	Comments: /S/	Comments: /S/
Comments: /S/		Comments: /S/	
By signing this Lease, Lessor ("I", "my", "we") agree to lease the Vehicle, described below, according to the terms on both sides of this Lease. I accept delivery of the Vehicle and acknowledge it is in good operating order, as depicted as described and has the odometer reading received below. "Lessor" refers to the Lessor ("Dealer") named above and "Lessee", American Honda Finance Corporation (AFC) will administer this Lease.			

Assignee: HONDA LEASE TRUST

LEASE TERM: 36 MONTHS

Name Used: 2009	Vehicle Model: HONDA ACCORD	Body Style: SEDAN	Vehicle Identification Number: 1HGCP2640GA062827	Color: SILVER	Primary Use: <input type="checkbox"/> Personal, Family, or Household <input checked="" type="checkbox"/> Business, Commercial, Agricultural, or Lease is an organization or governmental entity
Included Standard Manufacturer Installed Features (unless replaced by upgraded equipment) and the Following Dealer Installed Options:					
Air Conditioning <input type="checkbox"/> Leather Interior <input type="checkbox"/> Power Moonroof <input type="checkbox"/> Custom Wheels <input type="checkbox"/> Rear Wing Spoiler <input type="checkbox"/> Alarm System					
Audio Systems includes: <input type="checkbox"/> AM/FM Stereo <input type="checkbox"/> AM/FM Stereo with Cassette Player <input type="checkbox"/> Cassettes Player <input type="checkbox"/> CD Changer <input type="checkbox"/> CD Player					
Other Dealer Installed Options:					

AMOUNT PAID AT LEASE SIGNING (Lesser of Due Date or Contract Start Date)		MONTHLY PAYMENT/SINGLE PAYMENT		OTHER CHARGES (first part of my monthly payment)		TOTAL OF PAYMENTS (The amount I will have paid by the end of the Lease.)	
My first monthly payment of \$ 299.99 due on 12/23/2009 followed by 35 payments of \$ 299.99 on the 22nd each month. The total of my monthly payments is \$ 10789.64		My single payment of \$ 11159.29 due on 12/23/2009		Deposition Fee if I do not purchase the Vehicle: \$ 0		\$ 11159.29	
				Total: \$ 0			

STATEMENT OF CAPITALIZED COST AND LEASING FEES AND OTHER CHARGES							
Amount Due at Lease Signing							
Capitalized Cost Reduction (Amount Paid in Cash):	\$ 26.64	New Amount Due at Lease Signing will be Paid					
Sales Tax on \$6 Amount Paid in Cash:	\$ 2.34	Year:	Model:	\$ 0			
Capitalized Cost Reduction (Credit for Net Trade-In Allowance):	\$ 0	Rebates:		\$ 0			
Sales Tax on Credit for Net Trade-In Allowance:	\$ 0	Monetary Credit:		\$ 0			
Advance Monthly Payment (1st Month):	\$ 299.99	Amount Paid By:		\$ 0			
Advance Single Payment (Single Payment Lease):	\$ 0	Amount to be Paid in Cash:		\$ 1095.64			
Refundable Security Deposit:	\$ 0	Total:		\$ 1095.64			
Initial Title Fees: LIC / ADF:	\$ 392.67						
Initial Registration Fees:	\$ 0						
Other: \$/A	\$ 0						
Other: Dcr. Fee:	\$ 369.00						
Other: Tire Tax:	\$ 5.00						
	\$ 1095.64						

STATEMENT OF MONTHLY PAYMENT, DEPRECIATION AND OTHER CHARGES							
GROSS CAPITALIZED COST: \$ 21225.61							
I agree to check this box for an indication of Gross Capitalized Cost, The agreed upon value of the Vehicle (\$ 20630.61) and any items I pay for over the Lease Term (such as taxes, fees, service contracts, insurance, and any outstanding prior credit or lease balance).							
The amount of any net trade-in allowance, rebate, monetary credit, or cash I pay that reduces the gross capitalized cost.							
The amount used in calculating my base monthly or single payment.							
ADJUSTED CAPITALIZED COST: \$ 21198.97							
The estimated value of the Vehicle at the scheduled end of the Lease Term used in calculating my base monthly or single payment.							
RESIDUAL VALUE: \$ 14399.50							
The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term.							
DEPRECIATION AND ANY AMORTIZED AMOUNTS: \$ 6799.47							
The amount charged in addition to the depreciation and any amortized amounts.							
RENT CHARGE: \$ 3126.81							
The amount charged in addition to the depreciation and any amortized amounts plus the rent charge.							
TOTAL OF BASE PAYMENTS: \$ 9326.28							
LEASE PAYMENTS: \$ 36							
The number of payments required during the term of my Lease.							
BASE MONTHLY/SINGLE PAYMENT: \$ 275.73							
MONTHLY SALES/TAX: \$ 24.25							
SALES/TAX (SINGLE PAYMENT): \$ 0							
OTHER: \$/A							
TOTAL MONTHLY/SINGLE PAYMENT: \$ 299.99							

**EASILY TERMINATION.** I may have to pay a substantial charge if I end this Lease early. This charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The sooner I end the Lease, the greater this charge is likely to be.

**EXCESSIVE WEAR AND TEAR.** I may be charged for excessive wear based on Lessor's standards for normal use and for mileage in excess of 12,000 miles per year at the rate of 15 cents per mile.

**PURCHASE OPTION AT END OF LEASE TERM.** I have an option to purchase the Vehicle AS-IS, WHERE-IS at the end of the Lease Term for \$ 14399.50, plus any required taxes and fees.

**OTHER IMPORTANT TERMS.** Review this Lease for additional information on early termination, purchase option, non-delivery responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

CAPITALIZED COST REDUCTION							
I agree to make payments to Lessor according to the schedule shown above. The first payment is due on the Lease Date. The second payment is due on the later of 30 days after the Lease Date and must be on or between the 1st and 30th of the month. If the first monthly payment includes sales or use tax, the payment amount may vary to the extent of any tax increase or decrease. I will not change or stop any Lease payments for any reason, even if the Vehicle is stolen, destroyed, seized by a governmental authority or experiences mechanical problems.							
I agree to pay capitalized cost reduction if I do not make the payment on any payment that is not received within 10 days after it is due, or such lesser amount as set by law. I will also pay a \$20.00 charge for any check or similar instrument returned for any reason.							

LEASE PAYMENT / CAPITALIZED COST REDUCTION (SINGLE PAYMENT)							
I will pay a late charge equal to the lesser of \$20.00 or 1% of the unpaid portion on any payment that is not received within 10 days after it is due, or such lesser amount as set by law. I will also pay a \$20.00 charge for any check or similar instrument returned for any reason.							

LEASE PAYMENT / CAPITALIZED COST REDUCTION (MONTHLY PAYMENT)							
If the Vehicle is stolen, it is covered by the Manufacturer's New Vehicle Warranty, if the Vehicle is new or used, it is not covered by any other warranty unless identified below:							
____ Manufacturer's New Vehicle Warranty.							
____ Manufacturer's Used Vehicle Limited Warranty.							
____ Manufacturer's Extended Warranty.							
Other:							

LEASE ASSIGNMENT							
An optional service contract provides to perform services or provide benefits relating to the maintenance and repair of the Vehicle. These coverages are not provided by the Lessor. I must purchase all optional services or these coverages through the provider. The terms and conditions for these coverages are in a separate contract, which I have read and received.							
N/A							

Price: \$ Provider: \_\_\_\_\_

Price: \$ Provider: \_\_\_\_\_

If the price of any service contract is not included in the amount due at lease signing, the price will be included in the Gross Capitalized Cost and will be subject to rent charges.

**NOTICES TO LESSEE:** (1) CAUTION — IT IS IMPORTANT THAT I THOROUGHLY READ THIS AGREEMENT BEFORE I SIGN IT. (2) I WILL NOT SIGN THIS AGREEMENT BEFORE I READ BOTH SIDES OF IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (3) I AM ENTITLED TO AN EXACT COPY OF THE LEASE I SIGN. I WILL KEEP IT TO PROTECT MY LEGAL RIGHTS. BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ BOTH SIDES AND RECEIVED A COMPLETED COPY OF THIS LEASE AGREEMENT.

LESSEE: \_\_\_\_\_ BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

LESSEE: \_\_\_\_\_ BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

**DISCLAIMER:** I am jointly and severally liable for all amounts owed under this Lease. This means that if the Lessor fails to pay any money owed, I will pay it. Upon default by the Lessor, I will be liable for all amounts due under this Lease, including attorney's fees, interest, and any other expenses, including reasonable attorney's fees, for collection of the amount due under this Lease. My right to sue for any damages will not be affected by any settlement, extension, renewal or amendment of the Lease, or the release of any person or security. I will waive all actions of every kind and nature and also waive all rights to demand and presentment.

Co-Signer/Guarantor Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Co-Signer/Guarantor Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Lessee accepts this Lease and assigns all right, title, and interest in this Lease and the Vehicle described herein, and Lessor's rights under any guarantee executed in connection with the Lease, to Assignee, NICHOLAS HARNHARDT AVONDALE, INC DBA EAR.

LS 405-1H 10/07 FOR OTHER SIDE SEE ADDITIONAL TERMS AND CONDITIONS

AMERICAN HONDA INSURANCE CORPORATION

## VEHICLE MAINTENANCE AND USE

**VEHICLE MAINTENANCE AND OPERATING COSTS:** I will maintain the Vehicle in good working order and condition and have all necessary repairs made, using genuine manufacturer's replacement parts. I will pay all expenses for Vehicle use and operation, including maintenance, repair, fluids, tires and other expenses. All my expenses, I will have the Vehicle serviced in accordance with the manufacturer's minimum recommendations and as requested by the manufacturer in connection with any recall campaign. I will have the service validated, and be able to provide proof that such service has been performed. Lessor may inspect the Vehicle at any reasonable time.

**LIABILITY:** I will notify my insurance company and AHFC immediately of any damage to or loss of the Vehicle, and will cooperate following any such incident. I will not: (a) allow unlicensed drivers to operate the Vehicle; (b) use or allow the

Vehicle to be used illegally, improperly, or to transport goods or people for pay; (c) use the Vehicle in a way that causes depreciation or damage to the Vehicle or causes the manufacturer's warranty to become void; (d) use the Vehicle to pull trailers that exceed the manufacturer's trailer towing recommendations; (e) remove the Vehicle from the 48 contiguous United States without Lessor's written consent (unless the Vehicle was originally leased under a lease of 12 months or less); (f) change, mark or install equipment in the Vehicle without Lessor's written consent.

**REGISTRATION:** I will register the Vehicle, as required in the state where the Vehicle is registered and pay for all license, title and registration costs. I will move or change the Vehicle's parking address, I will notify AHFC immediately and pay for all resulting taxes and title, registration or other fees.

## ENDING MY LEASE

### PURCHASE OPTION PRIOR TO THE END OF LEASE TERM:

I have the option to purchase the Vehicle AS IS, WHERE IS at any time (unless a governmental agency has seized the Vehicle and instructed Lessor not to release the Vehicle to me). This purchase option may be exercised only by the Lessor. If I purchase the Vehicle prior to the end of the Lease Term, the purchase price will be the Adjusted Lease Balance (defined below), plus (i) any payments or other charges due and unpaid under this Lease (except excess mileage and excessive wear and use charges) and (ii) any taxes or fees required by law in connection with the purchase. The Adjusted Lease Balance is the unamortized portion of the Adjusted Capitalized Cost, determined on an Actual cost basis, where earnings are accrued on the first day of every period. Lessor's purchase price will be the sum of the Capitalized Cost of the Actual cost method used to determine the Adjusted Lease Balance upon request. I will re-register and replace the Vehicle in my name at the time I purchase it. If I fail to do so, Lessor may cancel the registration.

**NOTICE:** If I exercise the Purchase Option under this Lease, I acknowledge that AHFC, on behalf of Assignee, does hereby transfer, set over and assign all of its rights, but not its obligations, to sell such Vehicle to Honda Finance Exchange, Inc. pursuant to the Sub-Servicing and Master Exchange Agreement between AHFC and Honda Finance Exchange, Inc. Notice is hereby given that all of the rights (but not the obligations) to sell the Vehicle have been assigned to Honda Finance Exchange, Inc., pursuant to such Master Exchange Agreement.

**EARLY TERMINATION LEASE LIABILITY:** If I am not in default, I may terminate this Lease early. If I decide to terminate this Lease early, I will return the Vehicle to Lessor on the due date of a monthly lease payment. I will owe Lessor (a) any monthly payments already due and unpaid and any other amounts owing arising from my failure to keep promises under this Lease; plus (b) any official fees and taxes imposed in connection with the terminating plus (c) the amount, if any, by which the then Adjusted Lease Balance (determined as described above) exceeds the Realized Value of the Vehicle (described in the section below). Lessor may terminate this Lease at any time if the Lease is in default. In which case, I agree to pay all owing amounts, I also agree to pay Lessor's costs of repossessing, storing and transporting the Vehicle as well as Lessor's costs of collection, including court costs and reasonable attorneys' fees, to the extent permitted by law.

**DETERMINATION OF REALIZED VALUE OF THE VEHICLE:** The Realized Value of the Vehicle upon early termination will be determined in one of the following ways: (a) by written agreement between Lessor and me, provided it is signed within 10 days after I return the Vehicle to Lessor; (b) by a professional appraisal of the wholesale value of the Vehicle, if I choose to obtain one at my sole expense within 10 days after returning the Vehicle to Lessor. The appraisal must be made by an independent third party who is acceptable to Lessor. The Realized Value will be the lower of the Appraised Value or (c) if the Realized Value is not determined within 10 days after returning the Vehicle to Lessor, Lessor will provide me to sell the Vehicle at wholesale in a commercially reasonable manner. The net sale price, less any fees and taxes imposed upon Vehicle disposition, will be the Realized Value.

**IF THIS IS A SINGLE PAYMENT LEASE:** The Advance Single Payment amount is calculated based on the fact that I pay all periodic payments due under this Lease at its inception, and on the assumption that it will not fully

pay the Lease. If the Lease is terminated early, the Lease will be treated as one which calls for monthly payments, such as the amount of the Advance Single Payment divided by the number of months in the Lease Term. Then my early termination liability will be calculated in the manner set forth under "Early Termination Liability" below.

**SCHEDULED END OF LEASE LIABILITY:** I agree that if I do not purchase the Vehicle at the end of the Lease, my payment liability at that time will be the sum of: (a) any monthly lease payments already due and unpaid and any other amounts owing from my failure to keep my promises under this Lease; plus (b) any Excessive Wear and Use amounts, defined below; plus (c) any excess mileage charges; plus (d) any official fees and taxes imposed in connection with the Vehicle termination.

**EXCESSIVE WEAR AND USE/EXCESS MILEAGE:** If I do not purchase the Vehicle at the end of my scheduled Lease term, and subject to the limited waiver below, I will reimburse Lessor for the amount it would cost Lessor to repair excessive wear and use to the Vehicle, whether or not Lessor makes repairs. "Excessive Wear and Use" includes, but is not limited to: (a) any mechanical defect or failure; (b) broken or missing parts or accessories (including missing keys or remote entry devices); (c) damaged body; (d) metal work, lights or trim, or damaged or broken glass; (e) paint which is chipped; (f) interior stains, burns, or excessively worn areas; (g) missing or unsafe wheels or tires (including spares), tires with less than 1/8" of tread remaining at the slowdown point; (h) damage or any other condition that makes the Vehicle unsafe or unreliable to operate; or (i) safety and emission control equipment not in proper working order. I also agree to pay for excess mileage as stated on the other side under the paragraph entitled "Excessive Wear and Use".

**LIMITED EXCESSIVE WEAR AND USE WAIVER:** If I am in

compliance with all terms and conditions of this Lease at the scheduled Lease end (including, without limitation, payment obligations and insurance requirements), Lessor agrees to waive Excessive Wear and Use Charges caused by one or more single events, each of which total less than \$500 to repair, up to a maximum of \$1,000 waived. I remain responsible for the cost of any damage resulting from any single event that would cost \$500 or more to repair, and for Excessive Wear and Use Charges exceeding \$1,000. A "single event" is a single occurrence that results in damage to the Vehicle. Single events may result in damage to multiple areas of the Vehicle (as in front or back, or both sides) but would be considered a single event for purposes of this Waiver.

**RETURN OF THE VEHICLE:** Whether the Lease is terminated early or as scheduled, I agree to return the Vehicle to the Dealer's address as shown on the Lease or to any address AHFC specifies. If I keep possession of the Vehicle past the Lease Term, I agree to continue Monthly Payments, but I understand that continued payment does not permit me to keep the Vehicle. I agree to pay for any damages that Lessor may suffer because I failed to return the Vehicle at Lease termination.

**ODOMETER DISCLOSURE STATEMENT:** On termination of this Lease (or upon election to purchase the Vehicle), I agree to provide a signed written disclosure to Lessor of the correct odometer mileage on the Vehicle, as required by federal law, and understand that the failure to do so may result in fines and/or imprisonment. I agree to pay Lessor for any loss, claims, damage, costs and expenses (including legal expenses) which result from my failure to promptly provide Lessor with a correct written odometer disclosure statement.

## DEFAULT OR LOSS OF THE VEHICLE

**DEFAULT:** I will be in default if: (a) I fail to make any payment when due under this Lease; (b) a bankruptcy petition is filed by or against me; (c) a proceeding in receivership is filed by or against me or my property, or I make an assignment for the benefit of creditors; (d) I fail to comply with the insurance requirements of this Lease; (e) I do not repair or maintain the Vehicle as the Lessor requires; (f) the Vehicle is lost, stolen, destroyed or determined by Lessor to be unmarketable; (g) I fail to answer a lawful summons or pay any traffic ticket or other fine levied when the Vehicle was operated; (h) the Vehicle is seized or confiscated for any reason by a law enforcement agency; (i) I break any of my other agreements in the Lease and such break significantly impairs the prospect of ownership, performance, or realization of Lessor's interest in the Vehicle; or (j) I die. **Remedies:** In the event of default, Lessor may do any or all of the following without giving advance notice to me: (a) take any reasonable measures designed either to correct the default or to seize Vehicle from me, in which case I will pay Lessor on Lessor's receipt for the costs and expenses incurred; (b) terminate the Lease and my right to possess and use the Vehicle; (c) take possession of the Vehicle by any method or manner permitted by law; (d) determine my termination liability on an early termination basis which I agree to pay immediately; (e) apply my security deposit to any

amounts I owe; and (f) pursue any other remedy permitted by law. All of Lessor's rights are cumulative and the taking of any action will not prevent the taking of any other action. I also agree to pay Lessor for all collection and legal costs, including all reasonable attorney's fees and court costs (Lessor incurs, to the extent permitted by law).

**TOTAL LOSS PROTECTION:** Total Loss Protection limits the amount I will owe if the Vehicle is lost, stolen or destroyed. If the Vehicle is lost, stolen or destroyed, Lessor will make a claim for the insurance coverage and Lessor's total actual insurance proceeds. Total Loss Protection will not limit my only loss to Lessor for: (a) past due monthly lease payments and other amounts incurred as of the date of the loss; (b) the insurance deductible and any amounts deducted from the insurance settlement for other, prior damage, excessive wear and use and mileage; and (c) applicable taxes and official fees. Lessor waives, at no cost to me, his right to collect any amount in excess of these amounts. I agree to consult with Lessor prior to accepting any actual cash value insurance settlement offered by my insurer and to provide Lessor with a copy of the insurer's settlement statement.

## ADDITIONAL INFORMATION

**OWNERSHIP:** This is a lease agreement. Lessor owns the Vehicle. I agree that this Lease is a true Lease for tax and other purposes and that Lessor will receive the benefits of ownership. Lessor has not given me any information or advice regarding any possible tax consequences or benefits under this Lease.

**REIMBURSEMENT AGREEMENT:** I understand and agree that I am responsible for promptly paying any fines incurred on the Vehicle, such as traffic or parking tickets, and that this liability is joint and several if this Lease is agreed by more than one Lessor. I authorize Lessor to provide any information about me requested or required by a state parking or traffic authority in connection with any such parking or traffic ticket. If Lessor pays any repair bills, storage bills, taxes, fines, tickets or other charges on the Vehicle, I agree to repay the amount to Lessor immediately upon demand. I'll "shot pay" to Lessor a refundable administrative fee, and/or amount as allowed by law, for every such fine, ticket, penalty, or other charge paid on my behalf.

**LESSEE'S REPRESENTATION:** I promise that I have given true and correct information in the application for credit, and have no knowledge that would make that information untrue in the future. Lessor has relied on the truth and accuracy of that information in entering into this Lease. I promise that I have given a true payoff amount on any Vehicle traded in. If that payoff is more than the amount shown in the Itemization of Amount Due at Lease Signing on the front of this Lease, I will pay Lessor the excess amount upon demand.

**NOTICES/NO WAIVERS:** I agree to notify Lessor within 20 days of any change in my address. Unless I notify Lessor in writing of any other address in my address, any notices Lessor sends me are sufficient if sent to my address as shown on this Lease. Lessor can waive or delay the enforcement of its rights as to any person signing this Lease, I also agree that Lessor can release any signer from his or her obligations without releasing any other signer from that obligation.

**SECURITY DEPOSIT:** A refundable security deposit may be part of the payment for the Vehicle. At my last payment, whether early or as scheduled, Lessor will deduct from the security deposit amount due under this Lease and do not pay. If I fully perform my obligations under this Lease, upon termination any part of the security deposit not credited will be refunded to me. In the event Lessor has not been paid for personal property taxes for the Vehicle for the year (or part thereof) in which the Lease terminates, I authorize Lessor to retain a portion of the security deposit estimated to

cover any personal property tax allocation for such year and apply it to the tax when due. No interest, increase or profits will accrue or be paid to me on the security deposit.

**SECURITY INTEREST:** Further, I authorize AHFC, in my behalf, to enter or re-enter any claim under the lease contract related to Lessor's ownership of the Vehicle, to receive and endorse any checks, money orders, cashier's checks and/or proceeds of such insurance, and to apply such amounts to my obligations under this Lease. AHFC may make and receive claims for all proceeds paid or payable under any service contract purchased under this Lease for application to my obligation under this Lease. In the event I am in default under this Lease, AHFC may cancel any service contracts and receive any funds paid or payable as a rebate, refund, return or otherwise.

**ASSIGNMENT:** I agree not to transfer, sublease, rent, or assign this Lease, the Vehicle or any interest in the Vehicle. This lease is non-transferable to the Assignee identified on the other side. AHFC will administer this Lease. I agree to make all payments and perform all other obligations under this Lease to AHFC. I acknowledge that AHFC (and Assignee, if different) will not have to make any repairs, maintain the Vehicle or perform any of Dealer's duties under this Lease. AHFC has the power to act on behalf of Assignee to administer, enforce and defend the Lease.

**CREDIT REPORTING:** I authorize AHFC and its affiliates, at any time, to furnish any information contained in my credit application to verify my credit standing and, in the course of doing so, to furnish information to credit bureau reports. If a default under this Lease, I authorize AHFC and its affiliates to make any credit inquiries AHFC and its affiliates deem appropriate, and understand that a negative credit report reflecting my credit record may be used by a credit reporting agency. I authorize AHFC and its affiliates and others to exchange credit, account, and financial information about me at any time, except to the extent I have instructed you otherwise.

**MODIFICATIONS/GOVERNING LAW:** This Lease agreement binds all of the parties and is not subject to modification except by a written agreement to vary the terms of this lease. All rights and obligations under this Vehicle, and no modification of this Lease shall be valid unless it is made in writing and signed by Lessor and Lessor. If any provision of this Lease is unenforceable or invalid, that provision shall be severed from the remainder of the Lease and the validity and enforceability of the remaining provisions shall not be affected or impaired. This Lease is to be governed by the laws of the state of Dealer's business.

## SEE OTHER SIDE FOR ADDITIONAL TERMS AND CONDITIONS

# ARIZONA CERTIFICATE OF TITLE



**Motor  
Vehicle  
Division**  
ADOT  
40-7999 41147 11/00/04

Inventory Control  
**13388764**

Vehicle Identification Number  
**1HOCP26409A088267**

Year  
**2009**

Make  
**HOND**

Model  
**ACCO**

Body Style  
**4DSD**

First Registered  
**01/2009**

Unit Price  
**022555**

Mobile Home Manufacturer

Unit Number

**HONDA LEASE TRUST**  
P O BOX 997509  
SACRAMENTO CA 95899-7509

Title Number  
**900H009017007**

Issue Date  
**01172009**

Film Number  
**J017900H07**

Odometer Reading (no zeroes)\*  
**0000012 A**

Previous Title Number  
**MCO**

Issue Date  
**00000000**

Previous Film Number  
**ORIGINAL**

\* A - Actual Miles  
B - Miles in excess of the odometer reading shown  
C - NOT Actual Miles, UNKNOWN ODOMETER DISCREPANCY

## Arizona Brands

Previous Brand

State Previous Brand

State Previous Brand

State Other States With Brands

**ADDITIONAL BRAND INFORMATION WILL BE PRINTED HERE IN THE FUTURE.**

## Owner/Lessee

**TODD SCOTT PIERSON**  
HONDA LEASE TRUST

**LESSEE**  
**LESSOR**

P O BOX 997509

SACRAMENTO

CA 958997509

## Liens

**FIRST LIEN -**  
HONDA LEASE TRUST  
P O BOX 997509

LIEN DATE: 12232008

SACRAMENTO

CA 958997509

## LIEN RELEASE

Comments		Acknowledged before the 1st day of the month	Notary Public Signature
LIEN AMOUNT	UNDERSIGNED	000	County _____ State _____ Country _____